



BUREAU OF MEDICINE AND SURGERY WASHINGTON, D.C. 20372-5120

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BUMED-313
20 Sep 90

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BUMED INSTRUCTION 6320.74

From: Chief, Bureau of Medicine and Surgery

Subj: CIVILIAN HEALTH AND MEDICAL PROGRAM OF THE UNIFORMED SERVICES (CHAMPUS) HEALTHCARE FINDER AND PARTICIPATING PROVIDER PROGRAM (HCF&PPP)

Ref: (a) DoD Instruction 6010.18 of November 9, 1989 (NOTAL)

(b) NAVMEDCOMNOTE 6320 of 3 Apr 89 (Canc frp: Mar 90)

(c) NAVMEDCOMINST 6320.18

Encl: (1) Sample Information Letter Explaining the HCF&PPP

(2) Sample Negotiating Strategy

(3) Sample Healthcare Finder Database, Provider Computer Input Worksheet

(4) Sample HCF&PPP Provider Agreement

1. Purpose. To:

a. Implement the CHAMPUS HCF&PPP at all naval medical treatment facilities (MTFs) effective 1 October 1990, as directed by reference (a).

b. Prescribe procedures enabling the Navy to enhance access to healthcare services provided to CHAMPUS beneficiaries in the civilian community, when needed services are not available in the MTF, through referral to civilian healthcare providers (HCPs) who participate in the HCF&PPP.

2. Background

a. CHAMPUS funds account for almost half of all Department of Defense (DoD) patient care costs. Naval MTFs are unable to meet the total healthcare needs of beneficiaries and refer patients with unmet needs to CHAMPUS. This situation occurs because of limitations in funding, facilities, and staffing within the direct care system, the distances beneficiaries would have to travel to obtain care at an MTF, and a variety of other factors. Military family members who are unable to gain access to military MTFs are often subjected to a significant amount of uncertainty regarding sources of civilian care, quality of care, and out-of-pocket costs they will have to pay for civilian healthcare.



- b. Reference (b) provided initial guidance to establish the HCF&PPP at all naval MTFs, resulting in lists of CHAMPUS participating providers being developed and maintained. The focus of the HCF&PPP is to provide a helpful referral service when MTF care is unavailable and reduce CHAMPUS costs by steering patients to participating providers. Implementation of this instruction provides a systematic attempt to encourage military families to seek care from these providers when unable to gain access to an MTF.
- 3. <u>Discussion</u>. DoD established the CHAMPUS HCF&PPP to improve services to beneficiaries, complement other managed care initiatives designed to improve coordination between military MTFs and CHAMPUS providers, and lay important groundwork for expanding program innovations now being demonstrated, as follows:
- a. The HCF&PPP will improve services to beneficiaries by increasing the number of providers who agree to accept CHAMPUS assignment and handle claims filing responsibilities, thereby reducing both out-of-pocket costs and paperwork requirements for beneficiaries.
- b. The HCF&PPP will complement other DoD-managed care initiatives designed to improve coordination between military MTFs and CHAMPUS providers.
- c. The HCF&PPP will expand information services to assist patients in obtaining needed health services in military MTF and outside the military MTF.
- 4. Action. Each naval MTF not involved or soon to be involved in a CHAMPUS demonstration project must design and implement by 1 October 1990 an HCF&PPP that best suits its patient population. MTFs participating in a CHAMPUS demonstration project normally receive their healthcare finder function through the contractor, but may have to augment with staff, as appropriate. Implementation must be accomplished by:
- a. Aggressively soliciting broad civilian provider participation in the HCF&PPP as required or indicated by the demand for services in each catchment area. Enclosure (1) provides a sample letter to HCPs explaining the HCF&PPP. Enclosure (2) provides a description of suggested negotiating strategies.
- b. Ensuring participating provider agreements are cost effective, in compliance with all rules and procedures of the HCF&PPP, and established only with providers who meet appropriate quality standards. Among the rules and procedures is that <u>each</u> participating provider must:

- (1) Be certified as a CHAMPUS provider by the fiscal intermediary (FI), and agree to maintain status as an authorized provider under reference (c).
- (2) Agree to comply with all requirements of law, regulation, and policy in the administration of CHAMPUS.
- (3) Agree to accept the CHAMPUS allowable charge or less for covered services as payment in full, including instances when the allowable charge reflects less than usual fees agreed to by the provider. The participating provider can seek from the beneficiary no more than applicable deductibles and co-payments. If the beneficiary is also covered by primary insurance for the care provided, the provider must bill the primary insurance first and send a record of primary insurance payment determinations along with any claim for secondary payment to CHAMPUS.
- (4) Agree to handle the administrative task of completing and submitting claim forms through established CHAMPUS procedures on payment for services.
- (5) Acknowledge that failure to comply with all rules and procedures of the HCF&PPP and any other obligations made in the agreement may result in the provider being terminated as a participating provider.
- c. Coordinating HCF&PPP activities with the responsible CHAMPUS FI contractor by:
- (1) Submitting periodic lists of participating providers to the FI for inclusion in the claims processing system.
- (2) Obtaining from the FI periodic reports on claims activity of participating providers. These reports will be used to monitor compliance with rules and procedures of the program, including participating provider agreements, regarding responsibilities to accept assignment, handling of claims filing responsibilities, and, if applicable, discounting of claims.
- d. Maintaining an up-to-date list of participating providers, by type, location, specialty, and fees (if applicable) and providing that list to beneficiaries seeking healthcare services outside the MTF. Enclosure (3) provides an HCF database provider computer input worksheet. Information provided to beneficiaries must:
 - (1) Be accurate.
- (2) Specify, at a minimum, whether the features of the PPP (i.e., accepting assignment, handling claim forms, discounts

(if any), etc.) apply only to the hospital (or other institution) care and charges, or to both the hospital portion and all inpatient professional care and charges in that hospital.

- e. Terminating HCF&PPP agreements with participating providers who fail to comply with applicable rules and procedures or other terms (e.g., discounts, if applicable) of the agreement.
- f. Taking cognizance of other CHAMPUS-related programs operating in the area that may involve special relationships with CHAMPUS-authorized civilian providers, such as the Partnership Program, the CHAMPUS Reform Initiative, and the Fiscal Intermediary Preferred Provider Organization (FIPPO) Project, and for which coordination with HCF&PPP activities would promote positive results.
 - g. Providing other appropriate support for the HCF&PPP.

5. <u>Procedures</u>

- a. The naval MTF must execute an agreement with the participating provider. Enclosure (4) provides sample agreement.
- b. The participating provider agreement may contain provisions to provide care under a separately managed care initiative or for supplemental care money to be paid for active duty and other non-CHAMPUS beneficiary care to augment treatment initiated by the naval MTF.
- c. A participating provider agreement may be made with an individual provider or with a pre-existing group of providers, such as an existing preferred provider organization (PPO), when authority to enter into such agreements from all of its providers rests in the organizational structure.
- d. A participating provider agreement cannot last longer than 2 years, but may be renewed on its expiration for an additional 1 or 2 years. An agreement may be terminated on written notification by either party. When an agreement is terminated, the FI must be notified by the MTF immediately of the effective date of the termination.

ROBERT W. HIGGINS

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SAMPLE INFORMATION LETTER

Explaining HCF&PPP

John A. Chase, M.D. 143 Main Street Rockport, TX 78382

Dear Doctor Chase:

The (NAME OF MILITARY TREATMENT FACILITY) has limited specialty care capability, and therefore must advise patients to seek care in the civilian community. Payment for those medical services may be from several sources including the Civilian Health and Medical Program of the Uniformed Services (CHAMPUS), Medicare, and third party carriers. Navy is instituting the Healthcare Finder and Participating Provider Program (HCF&PPP) which may directly affect you.

Participation involves an agreement between, you, the provider and this facility to see our patients and accept the CHAMPUS allowable amount (or a negotiated reduced rate) as payment in The allowable amount is determined by a survey of all charges within this geographical area for a specific diagnosis or procedure. For reimbursement, your office completes a CHAMPUS After a deductible is met by the patient, CHAMPUS cost shares provider charges with the sponsor. Active duty dependents pay 20 percent of the charges and retirees or retired dependents pay 25 percent of the charges. The fiscal intermediary (FI) reimburses the provider for the remaining part of the allowable charge. Reimbursement may be expected in 21 to 40 days. claim forms are not difficult to process, but if any questions arise, assistance is always available from (NAME OF INDIVIDUAL), Health Care Finder Coordinator, (NAME OF MILITARY TREATMENT FACILITY) at (TELEPHONE NUMBER) or the FI. In this area, the FI is (INSERT COMPANY NAME AND TELEPHONE NUMBER).

We will maintain a list of all physicians and other healthcare providers in this area who elect to participate in the program. When required medical care is not available at (NAME OF MILITARY TREATMENT FACILITY) the patient will be provided a list of the participating providers for the appropriate specialty. Patients who accept responsibility for charges beyond the CHAMPUS allowable charge can, of course, seek care from any provider.

A current, unrestricted (NAME OF STATE WHERE PRACTICING) license and appropriate liability insurance is required for participation in the HCF&PPP. When a provider decides to accept our offer and become part of the HCF&PPP, we will provide an agreement covering all aspects of legal liability.

Affiliation with HCF&PPP allows you to take as many patients as you wish and our market provides. We believe the program will be of great benefit to our patient and a source of referral for you. If you are interested in joining our program, please call (NAME OF INDIVIDUAL) at (TELEPHONE NUMBER) or fill in the enclosed letter and return it to me in the envelope provided. If you do not care to participate at this time, please check the "nonparticipating" section and return to me so we will know that you received the information and have made a decision. If you change your mind in the future, please write me or call me at (INSERT CO's TELEPHONE NUMER).

Thank you for taking the time to read this letter. I look forward to your early reply and the beginning of a productive working relationship.

Sincerely,

(SIGNED BY COMMANDING OFFICER)

Enclosure

SAMPLE NEGOTIATING STRATEGY

- 1. Define Written Goals.
- 2. Establish Beneficiary Needs:
- a. The current demographic characteristics of the active duty, dependent, and retiree beneficiary populations.
 - b. The demographic trends for these populations.
 - c. The current health service use and trends.
- d. Determine the specific unmet healthcare needs of the populations.
- (1) Identify the services not available or accessible in the MTF.
- (2) Identify the services not readily available or accessible in the community.
- 3. Establish Provider Availability:
- a. Identify what is happening to the targeted specialties in the community. Are there single or multi-group practices with whom to negotiate?
- (1) Offer to be a guest speaker at local medical society meetings.
- (2) Sponsor training sessions for providers' staff on how to file an accurate claim form. Go over problem areas. (This could also be repeated after the network is established.)
- b. Identify what hospitals the specialists are affiliated with. Can negotiations be carried out through the hospital?
- c. What are the characteristics of individual specialists' (or groups') practices - CHAMPUS experience, level of activity?
- 4. Determine Benefits to Specialist, Hospital, and PPO:
- a. What do physicians and hospital administrators really want?
- b. Document what physicians and hospital administrators think about CHAMPUS.

- c. What is offered under the HCF&PPP?
 - (1) Volume, prompt payment, cash flow.
 - (2) Assistance with making appointments, if appropriate.
 - (3) Low levels of bad debts.
 - (4) No prior authorization hassles.
 - (5) Secondary referrals for groups/hospitals.

5. Discount Level:

- a. Will differ by specialty within an area, but will vary according to the following:
- (1) Availability of the specialty (it may be almost impossible to get discounts from obstetrics/gynecology (OB/GYN), neurosurgery, orthopedics, and anesthesiology in many parts of the country).
- (2) Adequacy and promptness of CHAMPUS reimbursement for that specialty versus other reimbursement.
- (3) The type and level of discounts that the specialist offers to other payers.
- (4) The anticipated volume of patients that the HCF&PPP can refer.
- b. Be sure not to interfere with discounts already in effect through the Office of Civilian Health and Medical Program of the Uniformed Services (OCHAMPUS) or a CHAMPUS FI.

6. Negotiation Factors:

- a. Hospitals and PPOs can provide access to hundreds of physicians.
- b. Special financial arrangements: pay deductibles and copayments via credit cards.
- c. Advertising: provider developed materials, various distributions.
 - d. Physician relationships.
 - e. Coordination with Partnership Program.

- f. Appointments for military beneficiaries within 3 days, same day for emergencies.
 - g. Listen to provider's ideas.
 - h. Innovate.
- 7. Negotiation Preparation:
 - a. Know provider's strengths and weaknesses.
- b. Know as much as possible about the administrators and comptrollers of hospitals.
- c. Analyze your expectations and the provider's expectations.
 - d. Develop a win/win philosophy.
- (1) Benefits to the HCP include increased volume of patients, prompt payment, less levels of bad debt, no prior authorization hassles, secondary referrals for groups or hospitals, billing assistance from the FI, MTF assistance with problems and making appointments.
- (2) Benefits for military beneficiaries include increased access to care, information about civilian providers, certainty about true out-of-pocket costs.
- e. Know what you can and cannot offer. Make no false promises.
- 8. Negotiation:
 - a. Be well prepared, confident, relaxed, and friendly.
- b. Look and act the role of a chief executive. Treat the other party as a peer.
- c. Develop an "ice-breaker." Perhaps a give-away with the Navy emblem. Check with the local recruiter for give-aways.
 - d. Review the CHAMPUS and military health "big picture."
 - e. Present your case for participation.
 - (1) Have simple, clear written materials.
- (2) Provide utilization and financial information. CHAMPUS reimbursement schedule and CHAMPUS reports showing reimbursements within your catchment area.

Date: 18 Sep 90

SAMPLE HEALTHCARE FINDER DATABASE PROVIDER COMPUTER INPUT WORKSHEET

1.	Providers Name:	Dr. Steven Jones								
2.	Address:	231 Main Street Downtown, USA 12345								
	Telephone:	(202) 890-4321								
3.	Specialty:	General Surgery								
4.	Board Certification: Yes, January 10, 1988									
	Board Eligible:									
5.	5. Hospital Affiliations:									
	a. St. Elizabet	h Memorial Hospital								
	b. Hometown Uni	versity Hospital								
	c.									
	d.									
6.		OFFICE HOURS								
	Monday 0900-1430	Tuesday 1200-1630 Wednesday None _								
	Thursday 0900-14	30 Friday 1200-1630 Saturday None _								
7.	Accepts discount	: Yes/No (Circle One)								
	If Yes, what is	percentage of discount? 10%	_							
8.		e office from the naval hospital: <u>Four</u> he Military Treatment Facility.								
9.	Special instruct	ions for new patients:								

SAMPLE HCF&PPP PROVIDER AGREEMENT

DEPARTMENT OF THE NAVY

HEALTHCARE FINDER AND PARTICIPATION AGREEMENT

BETWEEN

(Name of	naval	medical	treatment	facility	(MTF))			
			AND					
(Name	of civ	ilian hea	althcare p	rovider (F	ICP))			
			P.	(-	,			
(City)			(State)					
1								

1. General

a.	This	agreement	is	entered	into	by	and	between
----	------	-----------	----	---------	------	----	-----	---------

	(Name of naval medical treatment facility)
-	(Name of civilian participating provider)

- b. The purpose of this agreement is to establish the basis for participation in the Healthcare Finder Network and the provision of services to Civilian Health and Medical Program of the Uniformed Services (CHAMPUS) beneficiaries. All terms of this agreement are in addition to, and not in lieu of, the terms, conditions, and requirements established by law, regulation, and policy for the administration of CHAMPUS.
- c. The participating HCP has agreed to submit a list of credentials for QA review by the MTF, and is:
- (1) Licensed to practice medicine in the state of ______, is engaged in the practice of ______, or is
- (2) An institutional provider licensed in the state of as a (enter type of facility).
- d. It is expressly agreed and understood that the professional services rendered by the HCP with the participating healthcare organization listed herein, are rendered in his or her

capacity as an independent HCP. The Government retains no control or supervision over the professional aspects of the services rendered by the provider, including their professional medical judgments, diagnoses, or specific medical treatments. The provider is solely liable for any act or omission by them, their employees, or agents, and must indemnify the Government against all liability or loss arising from actions by the HCP, their employees, or their agents.

e. The MTF is a U.S. Government healthcare facility within DoD and operated by the U.S. Department of the Navy. The MTF is accountable to the Bureau of Medicine and Surgery, Department of the Navy. The commanding officer of the MTF is the local representative of the Surgeon General and is responsible for the operation of the MTF.

2. Articles of Agreement

- a. The commanding officer of the MTF, or designee must:
- (1) Obtain and review documentation of the participating provider's credentials identified in paragraph 2b(2) of this agreement.
- (2) Provide a reasonable level of administrative support to participating HCPs, including:
 - (a) Maintaining a copy of the HCP's credentials file.
- (b) Advising or training the HCP's administrative staff on CHAMPUS and how to submit claims.
- (c) Providing reasonable accommodations within the hospital for such periods as the HCP may be in the hospital.
- (3) Inform and encourage CHAMPUS beneficiaries who reside in the MTF catchment area to receive healthcare services from HCPs when they seek services (covered by CHAMPUS) outside the MTF.
- (4) Provide information to beneficiaries on the identity of HCPs, including specialty and location, and the advantages of using the HCF&PPP, particularly the acceptance of CHAMPUS assignment and handling claims processing responsibilities.
- (5) Reserve the right to require ancillary services which are available at the naval MTF be used to the fullest extent by participating HCPs when rendering services to military healthcare beneficiaries.

- (6) Provide the CHAMPUS FI up-to-date lists of HCPs to allow the FIs to process all HCP claims on an assignment basis (or a negotiated reduced rate) and maintain accurate claims activity information.
- (7) Advise beneficiaries that CHAMPUS payment for services provided in the MTF under this agreement is contingent upon compliance with NAVMEDCOMINST 6320.18 and current CHAMPUS operating policies including requirement for beneficiary deductible and co-payment.
- (8) Provide appropriate reimbursement for care rendered to patients not eligible for CHAMPUS benefits (i.e., active duty members and other personnel eligible for care in the MTF, but not under CHAMPUS). (Except that care provided to Medicare beneficiaries may be billed by the provider to Medicare.)
 - b. The participating HCP must:
- (1) When providing <u>(specialty service)</u> care through the Healthcare Finder Network, comply with the terms of this agreement.
- (2) Provide full disclosure of all information, including, but limited to past performance as required by the MTF for its QA review.
- (3) Provide evidence of the following for review and filing by the MTF credentials committee:
- (a) Current, unrestricted State license in the State where practicing.
 - (b) Training and experience.
 - (c) Current mental and physical health status.
- (d) Appropriate professional liability insurance coverage which is to remain in effect during the entire period of the agreement.
- (4) Maintain provider status as an authorized CHAMPUS provider.
- (5) Be responsible for the completion and submission of claim forms through CHAMPUS procedures for payment for services, and accept the CHAMPUS-determined allowable charge (or a negotiated reduced payment) as payment in full for all CHAMPUS-authorized services furnished to CHAMPUS-eligible beneficiaries pursuant to this agreement.

- (6) Bill the CHAMPUS beneficiary or sponsor only for the amount of the beneficiary's cost-share and any appropriate deductibles of the negotiated charge for such services, and neither bill nor collect from the CHAMPUS beneficiary or sponsor any amounts exceeding the negotiated charge for authorized services. If the beneficiary is also covered by primary insurance for the care provided, the HCP must bill the primary insurance first and send a record of primary insurance payment determinations along with any claim for secondary payment to CHAMPUS.
- (7) Bill the MTF for the total amount of the CHAMPUS negotiated charge for those patients specifically referred by the MTF in which the MTF maintains medical management of the case and only requires specialty consultation or medical testing. Send the bill and consultative report to ______
- (8) Sign CHAMPUS claim forms confirming that the specific medical care itemized on the claim forms was rendered to the beneficiary on the date indicated and agree to the CHAMPUS participation agreement on the claim form as modified by this agreement.
- (9) Furnish service charge information if requested by the Government for negotiation and review of the proposed or agreed upon reimbursement.
- (10) Accept Medicare-determined allowable charges (consisting of Medicare payment and beneficiary co-payment) as payment in full for all medically authorized services furnished to military healthcare beneficiaries who are eligible for Medicare.
- (11) If this agreement should be executed with an organization of providers, the organization must verify the HCPs agree to 2b(1) through 2b(10), above, and must notify the MTF commanding officer not later than 24 hours after any occurrence that might potentially disqualify a provider from continued participation in the HCF&PPP.
- (12) If the HCP is an institutional provider, the provider must specify (and include in any informational materials provided to beneficiaries) whether the terms of this agreement apply:

 Only	to	institution	nal	servi	ces a	and char	ges.	
Both	ins	stitutional	ser	vices	and	charges	and	all

inpatient professional care and charges.

3. Other Considerations

- a. Neither party will assign, transfer, convey, sublet, nor otherwise dispose of this agreement or any interest therein, or the power to execute such agreement, to any other person, company, or corporation without the other party's previous written consent.
- b. The term of this agreement is ______ (1 or 2 years) with the option to renew for additional (1 or 2 year) periods based on mutual agreement. Evidence of current, unrestricted State licensure and appropriate liability insurance must be verified before the agreement can be renewed. Termination of this agreement will be based on written notice to the other party not less than 90 days before the proposed termination date. However, the 90-day notice may be waived by mutual consent of the parties to the agreement or unilaterally for the convenience of the Government, including its mobilization requirements.
- c. Neither party will make any representations to beneficiaries regarding the HCF&PPP or the HCP's status in the PPP, except factually accurate statements consistent with the terms of this agreement.
- d. The HCP acknowledges that failure to comply with all terms of the HCF&PPP, this agreement, and any collateral terms (if applicable) may result in the termination of this agreement.
- e. The MTF's liability for actions of its employees (MTF staff and military department practitioners, but excluding participating HCPs) is governed by 10 U.S.C. 1089. The HCP maintains independent HCP status for any services rendered pursuant to this agreement for the entire time period that the agreement is in existence. The HCP must have and maintain sufficient medical malpractice insurance to cover the professional services rendered on either an inpatient or outpatient basis during the entire period of the agreement. The Government may seek indemnification and contribution from the HCP in any case involving the professional negligence of the HCP that results in a settlement or judgment against the Government. Further, the HCP agrees to hold the Government harmless for any loss or damage incurred as a result of his or her connection with this program.
- f. The Government may terminate this agreement upon documentation of revocation of clinical privileges, failure to maintain current, unrestricted State licensure in the State where practicing, failure to abide by the provisions of the agreement, abuse of its provisions, abuse, or fraud committed against any agency of the Government by the participating HCP, or in the event of illness or incapacity leaving the participating HCP incapable of delivering services.

g. This agreement may be terminated without cause, accord to the terms in paragraph 3b, by either party upon written notification to the other party.	ding
IN WITNESS WHEREOF, each of the parties hereunto has executed this agreement on this , 1	
UNITED STATES OF AMERICA	
Ву	
Title	
PARTICIPATING HEALTHCARE PROVIDER	
Name	
Address	